

**THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY**

—

**WRIT PETITION No.3528 of 2007**

—

**Date: 23.02.2007**

---

Between:

M/s.Sri Bhavani Labour Cooperative Society Ltd.

....Petitioner

and

The A.P. Vaidya Vidhana Parishad & another.

....Respondents

—

—

—

—

—

—

—

—

—

—

—

—

—

—

—

—

—

—

—

—

---

—

---

—

—

—

—

—

-  
-  
-  
-  
-  
-  
-  
-

**ORDER:**

-  
-

The petitioner is a Labour Contract Cooperative Society. It was awarded a contract of sanitation in the Area Hospital, Siddipet, which is valid up to 31.03.2007. The second respondent issued a tender notice, dated 14.02.2007, for awarding the contract for the subsequent period. The petitioner challenges the same.

The learned counsel for the petitioner contends that the amount at which the petitioner is working is the lowest and any reduction in that amount would result in denial of minimum wages for the workers, who are to be engaged. He further contends that in relation to Diet Contract, the Government issued orders from time to time extending the periods and such a facility was not extended as regards the labour contract.

The learned Government Pleader for Medical and Health, on the other hand, submits that the rights of the petitioner are not affected since it is permitted to work up to 31.03.2007. He contends that the petitioner can also participate in the tenders and it cannot complain of any illegality.

The petitioner itself was awarded a contract through the process of tenders. Admittedly, the contract is in force up to 31.03.2007. For awarding contract beyond that date, it becomes necessary for the respondents to invite tenders. The petitioner can also submit its tender, if it is, otherwise, qualified. It is not able to point out any factual or legal infirmity in the tender notice.

Further, the Sanitation Contracts stand on a different footing from Diet Contracts. This Court does not find any basis to interfere with the tender notice.

Hence, the writ petition is dismissed, leaving it open to the petitioner to submit its tender also. There shall be no order as to costs.

-

-

---

23.02.2007

kdl

-